

MONUMENT REALTY
RESIDENTIAL BUYER/TENANT REPRESENTATION AGREEMENT

1. **PARTIES:** This agreement is made by and between _____ (Collectively, "Client") & Monument Realty ("Broker").
2. **APPOINTMENT:** Client appoints Broker as Client's real estate agent subject to terms of this Agreement.
3. **DEFINITIONS:** In this Agreement, "acquire" means to purchase or lease real property. "Market area" means that area in the State of Texas specified as follows (for example, insert property address, subdivision, city, county, zip code, etc...): _____.
4. **TERM:** This Agreement begins on _____ & ends at 11:59PM on _____.
5. **BROKER OBLIGATIONS:** Broker must comply with minimum duties as required by law. Broker may represent other prospective buyers or tenants who may seek to acquire the same properties as Client. Broker to provide Full Services using Broker's best efforts to assist Client in the acquisition of property in the market area.
6. **CLIENT OBLIGATIONS:** Client must: (a) work exclusively through Broker in acquiring property in the market area and (b) inform other brokers, sales agents, sellers, and landlords that Broker exclusively represents Client for the purpose of acquiring property in the market area and refer all such persons to Broker.
7. **BROKER COMPENSATION:**
 - A. Broker's Fees: When Earned and Payable, Client will pay Broker (Complete all that apply):
 - (1) (Purchases) _____ % of the sales price or \$ _____.
 - (2) (Leases) _____ % of one month's rent or _____ % of all rents to be paid over the term of the lease or \$ _____.
 - B. Earned and Payable: Broker's fees are Earned when Client enters into a contract to acquire property in the market area during the Term. Broker's fees are Payable, either during the Term or after it ends, upon the earlier of: (1) the closing of a transaction to acquire a property or (2) Client's breach of a contract to acquire a property in the market area. "Closing" means the date legal title to a property is conveyed to Client or the date Client enters a binding lease.
 - C. Source of Payment: Broker may receive compensation from the seller, landlord, or their agents. Broker will credit any such compensation towards compensation due Broker under this Agreement and Client will pay any remaining balance.
 - D. Escrow Authorization: Client authorizes, and Broker may instruct, any escrow or closing agent to collect and disburse to Broker all amounts Payable to Broker.
8. **INTERMEDIARY:** Client ☐ does or ☐ does not authorize Broker to act as an intermediary if Client wishes to acquire one of Broker's listings. If intermediary is not authorized, Client will not be shown or acquire Broker's listings.

Broker compensation is not set by law nor fixed, controlled, or recommended by the Association of REALTORS® or MLS. Broker compensation is fully negotiable. Broker is prohibited from receiving compensation for brokerage services from any source that exceeds the amounts stated in this Agreement. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Agreement, consult your attorney BEFORE signing. The parties authorize the use of electronic signatures for the signing of this Agreement.

MONUMENT REALTY

9006556

Broker's Printed Name

License No.

Client's Printed Name

Broker's (or ☐ Broker's Associate's) Signature / Date

Client's Signature

Broker's Associate's Name, if applicable License No.

Client's Printed Name

Client's Signature